



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

February 6, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED FACILITIES SWEEPING SERVICES  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for As-Needed Facilities Sweeping Services in an annual sum not to exceed \$89,000 to Nationwide Environmental Services, Inc., located in Norwalk, California. This contract will be for a term of one year commencing on February 8, 2007, or upon Board approval, whichever occurs last, with two 1-year renewal options, not to exceed a total of three years. Funds are available in Public Works' Internal Service Fund.
3. Delegate authority to the Director of Public Works or his designee to annually expend up to 25 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract, if required.
4. Delegate authority to the Director to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is

warranted; to approve contractor's entity change, to approve and execute amendments and necessary changes to the scope of work; and to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This contract is for as-needed sweeping services. Public Works has contracted for this service since 2003. The purpose of this action is to continue contracting for economical sweeping of street and access road rights of way leading in and out of various flood control facilities within the County of Los Angeles.

### **Implementation of Strategic Plan Goals**

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$89,000. This contract will have a contingency of 25 percent for additional, unforeseen sweeping services within the scope of the contract. This amount is based on the proposed unit price multiplied by the estimated hours per year as outlined in the Request for Proposals (RFP). The additional funds may be used for emergency sweeping and/or additional sweeping services identified by the County during the term of the contract and will not be expended without the authorization of the Director. This contract will commence on February 8, 2007, or upon Board approval, whichever occurs last, and will continue for a period of one year. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed three years.

Financing for this service is included in Public Works' 2006-07 Internal Service Fund, which will be reimbursed by the Flood Control District Fund.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

### **ENVIRONMENTAL DOCUMENTATION**

This service is exempt from CEQA pursuant to Section 15301 (c) of the State CEQA Guidelines.

### **CONTRACTING PROCESS**

On November 21, 2006, Public Works solicited proposals from 60 independent contractors and community business enterprises to accomplish this work. Also, notice of the RFP was placed on the County's bid website (Enclosure B) and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP for this service was submitted on November 21, 2006, to Service Employees International Union Local 660 for review before being released to the public. The Union declined to meet with Public Works.

On January 8, 2007, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, work plan, financial resources, references, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Nationwide Environmental Services, Inc., located in Norwalk, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

The Honorable Board of Supervisors  
February 6, 2007  
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**CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc. 3

cc: Chief Administrative Office  
County Counsel

AGREEMENT FOR  
AS-NEEDED FACILITIES SWEEPING SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and NATIONWIDE ENVIRONMENTAL SERVICES, INC., a Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2007, hereby agrees to provide services as described in the attached specifications for As-Needed Facilities Sweeping Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, As-Needed Daily Sweeping Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$89,000 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 8, 2007, or upon Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rate quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2, Schedule of Prices annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

NATIONWIDE ENVIRONMENTAL  
SERVICES, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 639

**Bid Title :** AS-NEEDED FACILITIES SWEEPING SERVICES (2006-AN028)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** STREET SWEEPING SERVICES

**Open Date :** 11/21/2006

**Closing Date :** 12/5/2006 11:30 AM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** \$ 200,000

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the As Needed Facilities Sweeping Services (2006-AN028). The total annual cost of this service is estimated to be \$200,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/facilitiesweeping.pdf> or from Ms. Melissa Saradpon at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Tuesday, December 5, 2006, at 11:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Tuesday, December 19, 2006, at 5:30 p.m. Please direct your questions to Ms. Saradpon at the number above.

**Contact Name :** MELISSA SARADPON

**Contact Phone# :** (626) 458-4077

**Contact Email :** [msaradpon@ladpw.org](mailto:msaradpon@ladpw.org)

**Last Changed On :** 11/21/2006 3:21:13 PM

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FORM PW-9

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

My County (WebVen) Vendor Number: 50587701

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 72					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	Disadvantaged Business Enterprise		Minority Business Enterprise		
Black/African American					2
Hispanic/Latino			1	1	53
Asian or Pacific Islander					
American Indian					
Filipino					
White	1	1	2	1	7

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	40 %
Women	%	%	%	%	%	60 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

N/A					
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**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>new signature</i>	Title: President	Date: December 18, 2006
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